

AMENDED AND RESTATED
AFFINITY AGREEMENT

This Amended and Restated Agreement is entered into as of this 6 day of September, 1995 (the "Effective Date") by and between MBNA AMERICA BANK, N.A., a national banking association having its principal place of business in Newark, Delaware ("MBNA America"), and American Occupational Therapy Association, a not for profit association having its principal place of business in Bethesda, Maryland ("AOTA") for themselves, and their respective successors and assigns.

WHEREAS, AOTA and MBNA America, individually and in its capacity as assignee of any and all of Trans National's rights under the Agreement, are parties to an affinity agreement, as the same may have been amended (the "Original Agreement"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of AOTA; and

WHEREAS, AOTA and MBNA America mutually desire to amend and restate the Original Agreement;

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this agreement and Schedules A and B.
- (b) "Credit Card Account" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program.
- (c) "Customer" means any Member who is a participant in the Program.
- (d) "Financial Service Products" means credit card programs, charge card programs, debit card programs, installment loan programs, revolving loan programs, deposit programs, and travel and entertainment card programs. Notwithstanding the foregoing, Financial Services Products shall not be deemed to include the existing student loan programs, as currently offered to AOTA members.
- (e) "Group Incentive Program " or "GIP" means any marketing or other program whereby AOTA conducts solicitation efforts for the Program, and the parties mutually agree that such marketing or other program shall constitute a GIP.
- (f) "GIP Account" means a Credit Card Account opened by a Member pursuant to a GIP in which AOTA complies with the GIP provisions of this Agreement.
- (g) "Mailing Lists" means updated and current lists and/or magnetic tapes (in a format designated by MBNA America) containing names, postal addresses and, when available, telephone numbers of Members segmented by zip codes or reasonably selected membership characteristics.

- (h) "Member" means a member of AOTA and/or other potential participants mutually agreed to by AOTA and MBNA America.
- (i) "Program" means those programs and services of the Financial Service Products MBNA America agrees to offer pursuant to this Agreement to the Members from time to time.
- (j) "Royalties" means the compensation set forth in Schedule B.
- (k) "Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by AOTA during the term of this Agreement.

2. RIGHTS AND RESPONSIBILITIES OF AOTA

- (a) AOTA agrees that during the term of this Agreement: (i) it will endorse the Program exclusively and will not sponsor, advertise, aid, develop or solicit any Financial Service Products of any organization other than MBNA America; and (ii) it will not license or allow others to license the Trademarks in relation to or for promoting any Financial Service Products of any entity other than MBNA America; and it will not sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of its mailing lists or information about any current or potential Members in relation to or for promoting any Financial Service Products of any entity other than MBNA America. Notwithstanding anything else in this Agreement to the contrary, AOTA may accept advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by AOTA of said financial institution or the advertised Financial Service Product.
- (b) AOTA agrees to provide MBNA America with such information and assistance as may be reasonably requested by MBNA America in connection with the Program.
- (c) AOTA authorizes MBNA America to solicit its Members by mail, direct promotion, advertisements and/or telephone for participation in the Program.
- (d) AOTA shall have the right of prior approval of all Program advertising and solicitation materials to be used by MBNA America, which contain AOTA's Trademark; such approval shall not be unreasonably withheld or delayed.
- (e) Upon the request of MBNA America, AOTA shall provide MBNA America with Mailing Lists free of any charge. In the event that MBNA America incurs a cost because of a charge assessed by AOTA or its agents for an initial Mailing List or an update to that list, MBNA America may deduct such costs from Royalties due AOTA. The initial Mailing List shall contain at least forty thousand (40,000) names with corresponding postal addresses and, when available, telephone numbers.

(f) AOTA shall only provide information to or otherwise communicate with Members or potential Members about the Program with MBNA America's prior written approval, except for current advertising and solicitation materials provided by MBNA America to AOTA. Notwithstanding the above, AOTA may respond to individual inquiries about the Program from its Members on an individual basis, provided that said responses are accurate and consistent with the materials provided by MBNA America to AOTA.

(g) AOTA hereby grants MBNA America and its affiliates a limited, exclusive license to use the Trademarks solely in conjunction with the Program, including the promotion thereof. This license shall be transferred upon permitted assignment of this Agreement. This license shall remain in effect for the duration of this Agreement and shall apply to the Trademarks, notwithstanding the transfer of such Trademarks by operation of law or otherwise to any permitted successor, corporation, organization or individual. Nothing stated in this Agreement prohibits AOTA from granting to other persons a license to use the Trademarks in conjunction with the providing of any other service or product, except for any Financial Service Products.

3. RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA

(a) MBNA America shall design, develop and administer the Program for the Members.

(b) MBNA America shall design all advertising, solicitation and promotional materials with regard to the Program. MBNA America reserves the right of prior written approval of all advertising and solicitation materials concerning or related to the Program, which may be developed by or on behalf of AOTA.

(c) MBNA America shall bear all costs of producing and mailing materials for the Program.

(d) MBNA America shall make all credit decisions and shall bear all credit risks with respect to each Customer's account(s) independently of AOTA.

(e) MBNA America shall use the Mailing Lists provided pursuant to this Agreement consistent with this Agreement and shall not permit those entities handling these Mailing Lists to use them for any other purpose. MBNA America shall have the sole right to designate Members on these Mailing Lists to whom promotional material will not be sent. These Mailing Lists are and shall remain the sole property of AOTA. However, MBNA America may maintain separately all information which it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of MBNA America's own files and MBNA America shall be entitled to use this information for any purpose. MBNA America will not use this separate information in a manner that would imply an endorsement by AOTA.

4. REPRESENTATIONS AND WARRANTIES

(a) AOTA and MBNA America each represents and warrants to the other that as of the Effective Date and throughout the term of this Agreement:

(i) It is duly organized, validly existing and in good standing.

(ii) It has all necessary power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

(iii) This Agreement constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, receivership, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

(iv) No consent, approval or authorization from any third party is required in connection with the execution, delivery and performance of this Agreement, except such as have been obtained and are in full force and effect.

(v) The execution, delivery and performance of this Agreement by such party will not constitute a violation of any law, rule, regulation, court order or ruling applicable to such party.

(b) AOTA represents and warrants to MBNA America as of the date hereof and throughout the term of this Agreement that it has the right and power to license the Trademarks to MBNA America for use as contemplated by this Agreement. AOTA will hold MBNA America, its directors, officers, agents, employees, affiliates, successors and assigns harmless from and against all liability, causes of action, and claims, and will reimburse MBNA America's reasonable and actual costs in connection therewith, arising from the Trademark license granted herein or from MBNA America's use of the Trademarks in reliance thereon. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints relating to such license or the use of any Trademarks.

5. ROYALTIES

(a) During the term of this Agreement, MBNA America shall pay Royalties to AOTA. Royalties will not be paid without a completed Schedule C. Except as otherwise provided in Schedule B, payment of Royalties then due shall be made approximately forty-five (45) days after the end of each calendar quarter.

(b) On or before the forty fifth (45th) day after the end of each calendar quarter during the term of this Agreement, MBNA America will provide AOTA with a statement showing the number of Credit Card Accounts opened, the number of Credit Card Accounts renewed and the number of retail purchase transactions (excluding those transactions that relate to refunds, returns and unauthorized transactions), made during the preceding calendar period.

6. PROGRAM ADJUSTMENTS

A summary of the current features of the Program are set forth in Schedule A. MBNA America reserves the right to make periodic adjustments to the Program and its terms and features. Delaware and applicable federal law currently require each open-end credit account Customer be given the opportunity to reject a proposed change and pay the existing balance under the prior terms if the proposed adjustment increases the fees or finance charges on such account.

7. CONFIDENTIALITY OF AGREEMENT

The terms of this Agreement, any proposal, financial information and proprietary information provided by or on behalf of one party to the other party prior to, contemporaneously with, or subsequent to, the execution of this Agreement ("Information") are confidential as of the date of disclosure. Such Information will not be disclosed by such other party to any other person or entity, except as permitted under this Agreement or as mutually agreed in writing. MBNA America and AOTA shall be permitted to disclose such Information (i) to their accountants, legal, financial and marketing advisors, and employees as necessary for the performance of their respective duties, provided that said persons agree to treat the information as confidential in the above described manner and (ii) as required by law or by any governmental regulatory authority.

8. TERM OF AGREEMENT

The Original Agreement shall have no further force and effect as of the Effective Date.. The initial term of this Agreement will begin on the Effective Date and end on November 30, 1999. This Agreement will automatically extend at the end of the initial term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable.

9. STATE LAW GOVERNING AGREEMENT

This Agreement shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware.

10. TERMINATION

(a) In the event of any material breach of this Agreement by MBNA America or AOTA, the other party may terminate this Agreement by giving notice, as provided herein, to the breaching party. This notice shall (i) describe the material breach; and (ii) state the party's intention to terminate this Agreement. If the breaching party does not cure or substantially cure such breach within sixty (60) days after receipt of notice, as provided herein (the "Cure Period"), then this Agreement shall terminate sixty (60) days after the Cure Period.

(b) If either MBNA America or AOTA becomes insolvent in that its liabilities exceed its assets, or is adjudicated insolvent, or takes advantage of or is subject to any insolvency proceeding, or makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation then the other party may immediately terminate this Agreement.

(c) Upon termination of this Agreement, MBNA America shall, in a manner consistent with Section 10(d) of this Agreement, cease to use the Trademarks. MBNA America agrees that upon such termination it will not claim any right, title, or interest in or to the Trademarks or to the Mailing Lists provided pursuant to this Agreement. However, MBNA America may conclude all solicitation that is required by law.

(d) MBNA America shall have the right to prior review and approval of any notice in connection with, relating or referring to the termination of this Agreement communicated by AOTA to the Members. Such approval shall not be unreasonably withheld. Upon termination of this Agreement, AOTA shall not attempt to cause the removal of AOTA's identification or Trademarks from any person's credit devices, checks or records of any Customer existing as of the effective date of termination of this Agreement.

11. GROUP INCENTIVE PROGRAM

(a) MBNA America shall design all advertising, solicitation and promotional material with regard to the Program, except with respect to those materials designed by AOTA pursuant to any GIP. In that regard, AOTA shall give MBNA America sixty (60) days prior notice of its decision to engage in marketing efforts regarding the Program itself, specifying that accounts generated from such efforts will entitle AOTA to the Royalty specified in Schedule B, subject to the other terms and conditions of this Agreement.

(b) All marketing materials generated as a result of such GIP programs shall be coded by AOTA for tracking purposes. Marketing materials or telemarketing inquiries from Members which, in either case, do not contain or reference such coding shall not be considered eligible for any of the GIP Royalty as set forth in Schedule B.

(c) In addition to all other rights it may have under this Agreement, MBNA America shall have the right of prior approval of all advertising and solicitation materials distributed by AOTA pursuant to any GIP. Further, MBNA America shall have final approval of the scope, timing and content of any GIP.

(d) All costs incurred by MBNA America in producing and mailing materials created pursuant to any GIP or of supporting the marketing efforts of AOTA pursuant to any GIP shall be deducted from any or all Royalty payments due AOTA under this Agreement.

(e) AOTA shall comply with MBNA America's instructions and all applicable laws, including, without limitation, the Truth in Lending Act and the Equal Credit Opportunity Act, with regard to any GIP.

12. MISCELLANEOUS

- (a) This Agreement cannot be amended except by written agreement signed by the authorized agents of both parties hereto.
- (b) The obligations in Sections 4(b), 7, 10(c), and 10(d) shall survive any termination of this Agreement.
- (c) The failure of any party to exercise any rights under this Agreement shall not be deemed a waiver of such right or any other rights.
- (d) The section captions are inserted only for convenience and are in no way to be construed as part of this Agreement.
- (e) If any part of this Agreement shall for any reason be found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of this Agreement which shall survive and be construed as if such invalid or unenforceable part had not been contained herein.
- (f) All notices relating to this Agreement shall be in writing and shall be deemed given (i) upon receipt by hand delivery, facsimile or overnight courier, or (ii) three (3) business days after mailing by registered or certified mail, postage prepaid, return receipt requested. All notices shall be addressed as follows:

(1) If to AOTA:

AOTA
4720 Montgomery Lane
Bethesda, MD

ATTENTION: Ms. Mindy Hecker
Director of Membership

Fax #: (301) 652-7711

(2) If to MBNA America:

MBNA AMERICA BANK, N. A.
400 Christiana Road
Newark, Delaware 19713

ATTENTION: Richard K. Struthers
Vice Chairman

Fax #: (302) 432-0429

Any party may change the address to which communications are to be sent by giving notice, as provided herein, of such change of address.

(g) This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior promises and agreements, written or oral, with respect to the matters covered herein. MBNA America may utilize the services of any third party in fulfilling its obligations under this Agreement.

(h) MBNA America and AOTA are not agents, representatives or employees of each other and neither party shall have the power to obligate or bind the other in any manner except as otherwise expressly provided by this Agreement.

(i) Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person other than AOTA and MBNA America, their successors and assigns, any rights or remedies under or by reason of this Agreement.

(j) Neither party shall be in breach hereunder by reason of its delay in the performance of or failure to perform any of its obligations herein if such delay or failure is caused by strikes, acts of God or the public enemy, riots, incendiaries, interference by civil or military authorities, compliance with governmental laws, rules, regulations, delays in transit or delivery, or any event beyond its reasonable control or without its fault or negligence.

(k) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the parties, by its representative, has executed this Agreement as of the Effective Date.

**AMERICAN OCCUPATIONAL
THERAPY ASSOCIATION**

By: Janette Bair

Name: Jeane He Bair

Title: Executive Director

MBNA AMERICA BANK, N.A.

By: Elizabeth Hershey Ross

Name: Elizabeth Hershey - Ross

Title: EUP

SCHEDULE A

TERMS AND FEATURES

Subject to (i) MBNA America's right to vary the Program and its terms and features, and (ii) the applicable agreement entered into between MBNA America and each Customer:

A. CREDIT CARD ACCOUNTS

1. There is NO annual fee.
2. The current annual percentage rate for Member Accounts will be a variable rate of prime plus 7.9%. The current annual percentage rate for Student Accounts will be a variable rate of prime plus 9.9%. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.
3. Customers may be offered opportunities to select credit insurance as a benefit under the Program.

B. GOLD RESERVE ACCOUNTS

"Gold Reserve Account" means a GoldReserve® (as such service mark may be changed by MBNA America, in its sole discretion, from time to time) revolving loan account opened by a Member in response to marketing efforts made pursuant to the Program.

1. There is NO annual fee for the first six months.
2. The annual fee for the second six (6) months, when applied, is \$10.00.
3. Thereafter the annual fee, when applied, is \$20.00.
4. The current annual percentage rate is 17.9%.

C. GOLD OPTION ACCOUNTS

"Gold Option Account" means a GoldOptionSM (as such service mark may be changed by MBNA America, in its sole discretion, from time to time) revolving loan account opened by a Member in response to marketing efforts made pursuant to the Program.

1. There is NO annual fee.
2. The current annual percentage rate is 14.9%.

SCHEDULE B

ROYALTY ARRANGEMENT

During the term of this Agreement, MBNA America will pay AOTA a Royalty calculated as follows, for those accounts with active charging privileges. All Royalty payments due hereunder are subject to adjustment by MBNA America for any prior overpayment of Royalties by MBNA America:

A. CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days
2. \$5.00 (five dollars) for each Gold Credit Card Account and \$4.50 (four dollars and fifty cents) for each Preferred Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.]
3. \$0.25 (twenty-five cents) for each retail purchase transaction made by a Customer using a Credit Card Account (excluding those transactions that relate to refunds, returns and unauthorized transactions).
4. 2% (two percent) of phone transaction dollar volume (excluding phone transactions that relate to refunds and unauthorized calls) made through the long distance calling card service and residential phone service benefits by Customers who have a Credit Card Account. NOTE: Phone transactions will not qualify for any other transaction-based royalty.

B. GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$0.50 (fifty cents) for each Gold Reserve Account opened, which remains open for at least ninety (90) consecutive days.
2. 0.25% (twenty-five one-hundredths of one percent) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for each Gold Reserve Account. This Royalty will be paid within sixty (60) days of the calendar year end.
3. \$2.00 (two dollars) for each applicable twelve (12) month period that a Customer pays the annual fee on a Gold Reserve Account.

C. GOLD OPTION REVOLVING LOAN ACCOUNTS

1. \$0.50 (fifty cents) for each Gold Option Account opened, which remains open for at least ninety (90) consecutive days.
2. 0.25% (twenty-five one-hundredths of one percent) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for each Gold Option Account. This Royalty will be paid within sixty (60) days of the calendar year end.
3. \$2.00 (two dollars) for each applicable twelve (12) month period that each Gold Option Account remains open.

D. DEPOSIT ACCOUNTS

"CD Deposits" means those deposits in the certificate of deposit accounts opened by Members in response to marketing efforts made pursuant to the Program.

"MMDA Deposits" means those deposits in the money market deposit accounts opened by Members in response to marketing efforts made pursuant to the Program.

1. 0.10% (ten one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.0083330%) of the average MMDA Deposits.
2. 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average CD Deposits.

E. GIP ACCOUNTS

1. \$15.00 (fifteen dollars) for each Gold GIP Account opened, which remains open for at least ninety (90) consecutive days. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.
2. \$10.00 for every Preferred GIP Account opened, which remains open for at least ninety (90) consecutive days. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.

F. ROYALTY ADVANCE

Upon full execution of this Agreement, MBNA America shall advance an amount of forty five thousand dollars (\$45,000) to AOTA (the "Advance"). royalties earned shall be applied against the Advance until Royalties earned exceed the Advance; thereafter, AOTA shall be paid Royalties as set forth in this Agreement. Notwithstanding the foregoing, all unearned amounts of the Advance shall be immediately due and payable back to MBNA America in the event that any of the following occur; (1) the Agreement is terminated prior to the end of the initial term; (2) AOTA is in material breach of this Agreement; (3) AOTA does not permit MBNA America to implement two direct mail campaigns to all Members during each year of the initial term of the

Agreement; (4) AOTA does not permit MBNA America to conduct direct promotion campaigns at major AOTA events during each year of the initial term of the Agreement; or (5) AOTA does not permit MBNA America to implement two telemarketing campaigns to the technical Members during each year of the initial term of the Agreement.

Business Credit Card Agreement ("Agreement")
(American Occupational Therapy Association)

In this Agreement executed as of Aug. 13, 1996, The American Occupational Therapy Association, Inc., a District of Columbia corporation ("Borrower") desires to establish a business credit card program with MBNA America Bank, N.A. ("MBNA"). MBNA shall issue business credit cards or other lines of credit ("Cards") to each person designated by Borrower as eligible for a Card and approved by MBNA ("Eligible Person"). Each person issued a Card is referred to herein as "Cardholder" and is an authorized user of the credit established by Borrower (unless such Cardholder has assumed personal liability for the credit, in which case Cardholder shall be deemed to have the same responsibilities as Borrower hereunder with respect to such Cardholder's account). This Agreement consists of this document, the card carrier distributed with each Card (containing terms substantially similar to those referenced in Schedule A, attached hereto) and future amendments, if any. Borrower agrees to the terms of this Agreement by signing the application, signing below or by designating Eligible Persons to receive Cards.

CARDS

MBNA shall offer the Card program in accordance with its normal business practices. MBNA reserves the right to vary the Card program's benefits, services, terms and features, and may amend this Agreement at any time upon 10 days' prior notice to Borrower or Cardholders. A description of current rates and fees is attached hereto as Schedule A.

MBNA shall establish a credit limit for each Card and may establish a separate credit limit for cash advances. MBNA may change credit limits from time to time. Fees and charges described on the card carrier distributed with each Card apply to each such Card and will be assessed as purchases. Charges in foreign currency will be converted into U.S. dollar amounts in accordance with MasterCard or Visa operating regulations and procedures in effect from time to time.

Borrower shall provide to MBNA the name of any Cardholder who has terminated employment with Borrower, voluntarily or involuntarily, or otherwise ceased to be an Eligible Person, as soon as possible after such event occurs. After MBNA's receipt of such Cardholder's name, MBNA shall cancel such Cardholder's account. Borrower shall use its best efforts to have such Card cut in half and returned to MBNA.

Cards shall be used primarily for business purposes only and Borrower shall so instruct Cardholders. If Cards issued pursuant to this Agreement are provided to Borrower for distribution to Cardholders, Borrower shall distribute with Cards all materials provided by MBNA for distribution. Cards should be signed before use.

REPAYMENT

Borrower agrees to pay for the amounts of all credit obtained, fees, charges and finance charges on each Card account. If 10 or more Cards are issued or if otherwise permitted by law, Borrower shall be responsible for all unauthorized use of the account. Otherwise, Borrower's liability will not exceed \$50.00. Borrower shall not be responsible for unauthorized use that occurs after Borrower notifies MBNA at MBNA America Bank, N.A. P.O. Box 15463, Wilmington, DE 19850 (telephone 1-800-673-1044), orally or in writing, of the loss, theft or possible unauthorized use. Borrower shall promptly provide current and complete financial information or tax returns, as requested by MBNA from time to time.

Payment for more than one account must include written direction regarding distribution among the accounts. Payments designated for an account will be allocated to such account in a manner MBNA determines. Payments must be received by the payment due date and will be credited for the billing cycle in which received. If Borrower or a Cardholder overpays or if a credit balance is otherwise created, no interest will be paid by MBNA on such amounts. Minimum monthly payments cannot be made in advance. Additional payments do not eliminate the obligation to make subsequent minimum payments each month. MBNA may reject payments not denominated in U.S. dollars or not drawn on a U.S. bank. No payment shall operate as an accord and satisfaction without prior written approval of a senior officer of MBNA.

LICENSE

Borrower grants MBNA and its affiliates a license to use its tradename, trademark, design, image, visual representation, logo, and service mark ("Trademarks") solely in conjunction with the Cards. Borrower indemnifies and holds harmless MBNA, its directors, officers, agents, employees, affiliates, successors and assigns from and against any and all loss, liability, causes of action, claims, and the reasonable and actual costs incurred in connection therewith, arising from the Trademark license or from MBNA's proper and lawful use of the Trademarks in reliance thereon. MBNA is not liable for any damages, including, direct, indirect, consequential or incidental, resulting from refusal to honor any Card or for any retention of a Card by MBNA or any other party.

TERM

The initial term of this Agreement shall be for three (3) years commencing on Oct 1, 1996 and including and ending on Sept. 30, 1999. The Agreement will automatically extend at the end of the initial term or any renewal term for successive two-year periods, unless either party gives ninety (90) days prior written notice of its intention not to renew.

BREACH; TERMINATION

In the event of any breach of this Agreement by Borrower, MBNA may, at its sole discretion, declare all amounts due under this Agreement immediately due and payable, without notice or demand. In the event of a breach of this Agreement by either party, the other party may terminate the Agreement upon 60 days prior written notice. Breach shall include, but not be limited to, the following: failure of Borrower to pay any other obligations that Borrower may owe to MBNA; failure of Borrower to perform any obligations contained in any agreement between Borrower and MBNA; authority or ability of Borrower to perform under this Agreement is questioned; MBNA deems itself insecure with respect to this Agreement; Borrower fails to produce complete and accurate financial information when requested; Borrower becomes insolvent in that its liabilities exceed its assets, files a petition for bankruptcy (or a petition is filed against it) or makes an assignment for the benefit of creditors or is subject to receivership, conservatorship, or liquidation; the filing of any tax lien or judgment or the issuance of any order of attachment against Borrower or its assets; impairment of the financial condition of Borrower or any guarantor or impairment of any form of credit enhancement; transfer of significant assets by Borrower; and death or incapacitation of a borrower or guarantor. Borrower must notify MBNA as soon as possible regarding any anticipated or actual breach.

Notwithstanding a breach of this Agreement by MBNA, MBNA may suspend or terminate Borrower's right to obtain credit at any time for any reason and MBNA may close any Cardholder's account and require that the Card be returned to MBNA at any time for any reason. The obligations of Borrower under this Agreement shall continue after this Agreement or the rights of Borrower hereunder are terminated. Borrower shall be responsible for any and all collection costs, court costs and attorneys' fees incurred in a collection proceeding.

MISCELLANEOUS

This Agreement is made in Delaware. It is governed by the laws of the State of Delaware and by any applicable federal laws. Any litigation brought by Borrower, Eligible Person or Cardholder regarding this Agreement or any account shall be brought in a court located in the State of Delaware.

This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior promises and agreements, written or oral. Borrower may not assign any of its rights or obligations under or arising from this Agreement. MBNA may not assign or transfer its rights and/or obligations under this Agreement without the written consent of the Borrower; provided however, that MBNA may assign or transfer, without written consent, its rights and/or obligations under this Agreement:

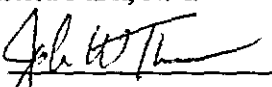
- (i) to any individual, corporation or other entity (other than a subsidiary or any entity controlling, controlled by, or under common control with MBNA (an "MBNA Affiliate")) pursuant to a sale (other than a sale as described in subsection (ii) below) as long as such prospective buyer has substantially similar customer satisfaction standards as MBNA; or
- (ii) to any individual, corporation or other entity (other than an MBNA Affiliate) pursuant to a merger, consolidation, or a sale of all or substantially all the assets of MBNA; or
- (iii) to an MBNA Affiliate.

The Trademark license shall be transferred only upon permitted assignment of this Agreement. MBNA may utilize the services of any third party in fulfilling its obligations under this Agreement. If any part of this Agreement is found to be invalid, the rest remains effective. Any failure or delay by MBNA in exercising any rights under this Agreement does not mean that MBNA is unable to exercise those rights later. The section captions are inserted only for convenience and are in no way to be construed as part of this Agreement. MBNA and Borrower are not agents, representatives or employees of each other. Nothing expressed or implied in this Agreement is intended to confer upon any person other than Borrower and MBNA, their successors and assigns, any rights or remedies by reason of this Agreement. This Agreement is binding upon the successors, assigns, heirs and representatives of MBNA and Borrower.

Borrower consents to and authorizes the monitoring and recording of Borrower and Cardholder calls with MBNA, its affiliates and their representatives.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their duly authorized representatives.

MBNA America Bank, N.A.

By: 

Name: John Thomas

Title: V.P.

Date: 9/17/96

Borrower

By: 

Name: Jeanette Bair

Title: Executive Director

Date: August 13, 1996

SCHEDULE A

Current Rates And Fees

Grace Period/When Finance Charges Begin to Accrue: If the entire New Balance Total shown on each monthly statement is not paid by the Payment Due Date, which is 25 days from the statement Closing Date (Grace Period), purchases will accrue finance charges from the date of each transaction or from the first day of the billing cycle in which each purchase is posted to the account, whichever is later. There is no Grace Period for old or new purchases if the New Balance Total shown on the previous statement was not paid in full by the Payment Due Date. There is no Grace Period on cash advance balances. Finance charges on cash advance balances accrue from the transaction date.

The Annual Percentage Rate is 17.9%.

Transaction Fee for Purchases: If you purchase wire transfers, money orders, bets, lottery tickets, or casino gaming chips, we may assess a transaction fee equal to 2% of the U.S. Dollar amount of each such purchase. This fee will be at least \$2.00 but not more than \$25.00.

Cash Advance Fee: If you obtain a cash advance at a bank, we will assess a bank cash advance fee equal to 2% of the U.S. Dollar amount of each cash advance. This fee will be at least \$2.00 but not more than \$25.00. If you obtain a cash advance at an ATM, we will assess an ATM cash advance fee equal to 2% of the U.S. Dollar amount of each cash advance. This fee will be at least \$2.00 but not more than \$25.00.

Minimum Payment: The minimum payment each month will be the greater of 2.25% of the New Balance Total shown on the monthly statement (less any Late Charge) or \$15.00, plus the amount of any past due payments. The minimum payment will never be more than the New Balance Total.

Other Charges: The following charges are assessed as purchases in the billing cycle in which such charge accrues: (1) a Late Charge of \$20.00 each time the required minimum payment shown on the monthly statement is not made by the next monthly statement Closing Date; (2) an Overlimit Fee of \$20.00 if the balance exceeds the credit limit on the Closing Date; (3) a Return Check Fee of \$15.00 if a check submitted as payment on the account is returned for insufficient funds or for any other reason, even if the check is later paid upon subsequent presentment; (4) a Copy Charge of \$2.50 per monthly statement and \$2.50 per sales draft; however, the six most recent monthly statements and six sales drafts will be provided to you free of charge; (5) if the account is open or if a balance exists, whether or not there are active charging privileges, an Annual Fee of \$0.00 (zero dollars); (6) a Replacement Card Fee of \$15.00 to replace a lost or stolen card, such fee waived for the first occurrence; (7) Costs associated with complying with state abandoned property laws, unless prohibited by applicable law; and (8) Costs arising from a returned check which was cashed based on presentment of the card (the amount of the check will be charged to the card as a cash advance).

**ADDENDUM TO THE AMERICAN OCCUPATIONAL THERAPY ASSOCIATION
AMENDED AND RESTATED AFFINITY AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 31 day of July, 1999 by and between American Occupational Therapy Association ("AOTA"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, AOTA and MBNA America are parties to an affinity agreement dated September 6, 1995, as the same may have been amended (the "Agreement"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of AOTA; and

WHEREAS, AOTA and MBNA America mutually desire to extend the term of the Agreement and change the Royalty Arrangement for Credit Card Accounts;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, AOTA and MBNA America agree as follows:

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. The current term of the Agreement is hereby extended to end on December 31, 2004. Thereafter, the Agreement shall automatically extend at the end of the current term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable. This Section shall replace all provisions concerning the term of the Agreement, the renewal of the Agreement, and all notices required to not renew this Agreement.
3. In addition to AOTA's obligations under the Agreement to exclusively endorse the Program, AOTA agrees that during the term of this Agreement it will not market, solicit proposals for programs offering, or discuss with any organization (other than MBNA America) the providing of, any Financial Service Products of any organization other than MBNA America. "Financial Services Products shall not be deemed to include the existing investment counseling programs and student loan programs as currently offered to AOTA members."
4. Effective January 1, 1999 the agreement is amended by deleting Section A.3. of Schedule B in its entirety and replacing this with the following:
 3. 0.50% (one half of one percent) of all retail purchase transaction dollar volume generated by Customers using a Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).
5. The Agreement is hereby amended by deleting Section F of Schedule B and replacing this with the following:

F. ROYALTY ADVANCES.

1. On May 13, 1999, MBNA America paid to AOTA the sum of fifty thousand dollars (\$50,000) (the First Advance) as an advance against royalties that accrue between January 1, 1999 and June 30, 1999, subject to the provisions set forth below. On July 1, 1999 and on each July 1st thereafter, up through and including July 1, 2004, MBNA America shall pay to AOTA the sum of fifty thousand dollars (\$50,000) (each, a "Subsequent Advance"), as an advance against future Royalties, subject to the provisions set forth below. The First Advance and each Subsequent Advance are collectively referred to as the "Advances") All Royalties accrued shall, in lieu of direct payment to AOTA, be applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to AOTA as set forth in this Agreement. Notwithstanding the foregoing, (x) MBNA America shall no longer be obligated to pay any additional Advances to AOTA hereunder, and (y) AOTA hereby promises to pay MBNA America upon demand an amount equal to the difference between the total amount of the Advance(s) paid by MBNA America and the total amount of accrued Royalties credited by MBNA America against such Advance(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (v) below should occur:

- (i) the Agreement is terminated prior to the end of the term;
- (ii) AOTA breaches any of its obligations under this Agreement;
- (iii) MBNA America is prohibited or otherwise prevented from conducting at least two (2) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
- (iv) MBNA America is prohibited or otherwise prevented from conducting at least two (2) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement; and
- (v) MBNA America is prohibited from conducting on-campus promotion campaigns (e.g., tabling and postering) at major AOTA events during each consecutive twelve month period during the term of the Agreement.

6. The Agreement is hereby amended by adding the following new Section G., to Schedule B:

G. ADDITIONAL COMPENSATION

Provided that MBNA America is not prevented from telemarketing two times per calendar year to the full Mailing List in the calendar years of 2000 through 2004, then MBNA shall pay to AOTA an additional twenty thousand dollars (\$20,000) in the years 2000 through 2004. Such payment shall be made as part of the forth quarter royalty payment in the years 2000 through 2004.

7. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding.

IN WITNESS WHEREOF, each party hereto, by its representative, has duly executed this Addendum as of the date first above written, and such party and its representative warrant that such representative is duly authorized to execute and deliver this Addendum for and on behalf of such party.

AMERICAN OCCUPATIONAL
THERAPY ASSOCIATION, INC.


By: 

Name: _____

Title: _____

Date: 7/30/99

MBNA AMERICA BANK, N.A.

By: 

Name: Charles Morensey

Title: Senior Executive Vice President

Date: 8/28/99

**PLUS REWARDS ADDENDUM
TO THE AMERICAN OCCUPATIONAL
THERAPY ASSOCIATION AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 23 day of July, 2002 by and between American Occupational Therapy Association ("AOTA"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, AOTA and MBNA America are parties to an affinity agreement, as the same may have been amended (the "Agreement"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of AOTA; and

WHEREAS, AOTA and MBNA America mutually desire to amend the Agreement to include the loyalty reward enhancement (the "Reward Enhancement") as another aspect of AOTA's Program, MemberCard Program or Financial Service Program, as the case may be (the "Program"), under the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, AOTA and MBNA America agree as follows:

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. When used in this Addendum, the term "Reward Credit Card Account" means a credit card carrying the Reward Enhancement (as hereinafter defined) opened pursuant to the Program.
3. When used in this Addendum, the term "Reward GIP Account" means a Reward Credit Card Account opened by a person pursuant to a GIP in which AOTA complies with the GIP provisions of the Agreement.
4. The parties agree that the Reward Enhancement (as such credit card account enhancement is more fully described on Attachment #1) is now part of the Program (as such credit card account enhancement and Program may be adjusted or amended from time to time by MBNA America, in its sole discretion). MBNA America may, at its option, offer the Reward Enhancement to some or all of the persons included on the lists provided by AOTA under the Agreement. The Reward Enhancement may be marketed under another name (e.g., MBNA PLUS Rewards). MBNA America reserves the right to change the Reward Enhancement name(s), in its sole discretion, from time to time.
5. AOTA agrees to not endorse, sponsor, promote, aid, advertise, or develop a rewards program similar to the Reward Enhancement (other than MBNA America programs). Subject to the foregoing, all of AOTA's promises arising from its exclusive arrangement with MBNA America in the Agreement shall also apply to the Reward Enhancement.
6. During the term of the Agreement, AOTA will receive the royalties set forth on Attachment #1, Section II. for the Reward Credit Card Accounts and the Reward GIP Accounts.

Reward Credit Card Accounts and Reward GIP Accounts shall only generate the royalty compensation set forth on Attachment #1 notwithstanding any other provision of the Agreement.


7. Except as amended hereby, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. The Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware.


8. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding.

IN WITNESS WHEREOF, each party hereto, by its representative, has duly executed this Addendum as of the date first above written, and such party and its representative warrant that such representative is duly authorized to execute and deliver this Addendum for and on behalf of such party.

American Occupational Therapy
Association

MBNA AMERICA BANK, N.A.

By: 

By: 

Name: Joseph C. Isaacs

Name: Kelly Fiment

Title: Executive Director

Title: SVP

Date: July 9, 2002

Date: 8/21/02

Attachment #1

I. Reward Enhancement Brief Product Description

This description is subject in all respects to the agreement to be entered into between MBNA America and each customer, as the same may be amended from time to time. Further, this description may be adjusted or amended pursuant to MBNA America's rights under the Agreement, as amended by this Addendum.

- A. \$0 (Zero Dollars) Annual Fee.
- B. The current annual percentage rate is 11.99%. There may be an additional margin applied on account of the customer's delinquency.
- C. Customers may be able to select credit insurance as a benefit under the Program.

II. Reward Credit Card Account Royalties

During the term of this Agreement, MBNA America will pay AOTA a Royalty calculated as follows, for those Reward Credit Card Accounts with active charging privileges. All Royalty payments due hereunder are subject to adjustment by MBNA America for any prior overpayment of Royalties by MBNA America:

- A. \$1.00 (one dollar) for each new Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Reward Credit Card Account.
- B. \$5.00 (five dollars) for each Platinum and Gold Reward Credit Card Account and \$4.50 (four dollars and fifty cents) for each Preferred Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Reward Credit Card Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Reward Credit Card Account may renew every twelve (12) months after the opening of the account.
- C. 2.50% of the finance charges assessed within a calendar quarter by the application of the relevant periodic rate(s) to the respective average daily balance(s) of certain Reward Credit Card Accounts (the "Finance Charges"). This payment shall be calculated as of the end of each calendar quarter. The Finance Charges are assessed based upon the application of the relevant periodic rate(s) to the average daily balances measured as of the end of each of the preceding three months. The sum of the Finance Charges assessed during each of the three months within the calendar quarter times the above percentage rate is the quarterly payment due under this section. Each monthly measurement shall include only Finance Charges

assessed during such month, and shall exclude Finance Charges assessed on Reward Credit Card Accounts which, as of the day of measurement, are thirty-five (35) or more days delinquent or are 10% or more over the assigned credit line for such Reward Credit Card Account.

- D. \$15(Fifteen dollars) for each Reward GIP Account opened, which remains open for at least ninety (90) consecutive days. Such Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

BUSINESS CARD ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into as of the 24 day of June, 2003, by and between AMERICAN OCCUPATIONAL THERAPY ASSOCIATION ("AOTA") and MBNA AMERICA BANK, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, AOTA and MBNA America, are parties to an Amended and Restated Affinity Agreement dated September 6, 1995, as amended (the "Agreement"), wherein MBNA America provides certain financial service products to certain persons included in certain lists provided to MBNA America by or on behalf of AOTA; and

WHEREAS, AOTA and MBNA America mutually desire to amend the Agreement to include a business credit card program as an additional financial service product provided under the Agreement, and as another part of AOTA's Program under the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, AOTA and MBNA America agree as follows:

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. The following definitions are hereby added to, or changed in, Section 1 as follows:
 - () "Business Credit Card Account" means a business credit card account opened by a Member in response to marketing efforts made pursuant to the Program.
 - () "Business GIP Account" means a Business Credit Card Account opened by a Member pursuant to a GIP in which AOTA complies with the GIP provisions of this Agreement.
 - () "Credit Card Account" means a consumer credit card account opened by a Member in response to marketing efforts made pursuant to the Program.

3. The following sentences are hereby added to the end of Section 12(g) as follows:

Certain Financial Service Products or services under the Agreement may be offered through MBNA America's affiliates. For example, business credit cards are currently issued and administered by MBNA America (Delaware), N.A. ("MBNA Delaware"), and certain marketing services are currently provided by MBNA Marketing Systems, Inc.

4. A new Section D is hereby added to Schedule A as follows:

D. BUSINESS CREDIT CARD ACCOUNTS

The pricing referenced below will be subject in all respects to the terms set forth in the Commercial Credit Agreement to be entered into between MBNA Delaware and each individual

or business entity as the same may be amended from time to time. Further, this description may be adjusted or amended pursuant to MBNA Delaware's rights under such Commercial Credit Agreement, as amended. Terms of any benefits will be stated in the benefits brochure supplied to each Customer. MBNA Delaware reserves the right to change its product name (*Platinum Plus for Business*), in its sole discretion, from time to time.

1. The current annual fee for each Business Credit Card issued to an individual or business entity pursuant to the Business Credit Card Program is \$0.
2. The current Annual Percentage Rate ("APR") is a fixed rate of 11.99%.
5. A new Section G is hereby added to Schedule B as follows:

G. BUSINESS CREDIT CARD ACCOUNTS

Business Credit Card Account compensation shall not affect any other compensation contained in the Agreement, and the compensation provisions referencing Credit Card Accounts shall not apply to Business Credit Card Accounts.

1. Twenty basis points (.20%) of the retail purchase transaction dollar volume generated by Customers using a Business Credit Card Account with active charging privileges, excluding those transactions that (i) relate to refunds, returns and/or unauthorized transactions, and/or (ii) are cash equivalent transactions (e.g., the purchase of wire transfers, person-to-person money transfers, money orders, bets, lottery tickets, or casino gaming chips).
2. \$40.00 (forty dollars) for each Business GIP Account opened by a Customer, without regard to the number of authorized cardholders under such Business GIP Account, which remains opened for at least ninety (90) consecutive days, and which is utilized by the Customer within the first ninety (90) days of the Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Business GIP Account will not qualify for any other opening-of-account Royalty.
6. Except as amended by this Addendum, all of the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware and shall be deemed for all purposes to be made and fully performed in Delaware.
7. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other or prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding.

IN WITNESS WHEREOF, each party hereto, by its representative, has executed this Addendum as of

the date first above written, and such party and its representative warrant that such representative is duly authorized to execute and deliver this Addendum for and on behalf of such party.

AMERICAN OCCUPATIONAL MBNA AMERICA BANK, N.A.

THERAPY ASSOCIATION

By: <u><i>Jennifer Iray</i></u>	By: <u><i>EM Allen</i></u>
Name: <u>Jennifer Iray</u>	Name: <u>ERBLOE</u>
Title: <u>Manager, Business Dev.</u>	Title: <u>Sr Exec VP</u>
Date: <u>6-24-03</u>	Date: <u>7/15/03</u>

**ADDENDUM TO THE AMERICAN OCCUPATIONAL THERAPY ASSOCIATION
- AMENDED AND RESTATED AGREEMENT -**

THIS ADDENDUM (the "Addendum") is entered into as of the 25 day of May, 2006, by and between American Occupational Therapy Association ("AOTA") and MBNA AMERICA BANK, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, AOTA and MBNA America are parties to an affinity agreement dated September 6, 1995, as the same has been amended (the "Agreement"), wherein MBNA America provides certain financial service products to certain persons included in certain lists provided to MBNA America by or on behalf of AOTA; and

WHEREAS, AOTA and MBNA America mutually desire to extend the term of the Agreement and modify the Agreement as provided for herein; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, AOTA and MBNA America agree as follows:

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. The current term of the Agreement is hereby extended to end on June 30, 2011. Thereafter, the Agreement shall automatically extend at the end of the current term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable. This Section shall replace all provisions concerning the term of the Agreement, the renewal of the Agreement, and all notices required to not renew this Agreement.
3. When used in this Addendum, the following terms have the following meaning:
 - (i) "Business Gold Option Account" means a GoldOption (as such service mark may be changed by MBNA America, in its sole discretion, from time to time) revolving business loan account opened by a Member in response to marketing efforts made pursuant to the Program.
 - (ii) "Business Gold Reserve Account" means a GoldReserve (as such service mark may be changed by MBNA America, in its sole discretion, from time to time) revolving business loan account opened by a Member in response to marketing efforts made pursuant to the Program.
 - (iii) "Business Reward Account" means a BusinessCard Credit Card Account or Business Card Account carrying the Business Reward Enhancement and opened pursuant to the Program.
 - (iv) "Business Reward Enhancement" means the travel/merchandise reward Business Credit Card Account enhancement as provided through MBNA America and offered as part of the Program for Business Reward Accounts. The Business Reward Enhancement may be marketed under another name as determined by MBNA America from time to time, in its sole discretion.
4. Sections B and C of Schedule B of the Agreement are hereby deleted entirely and replaced with the following new Sections B and C:
 - B. GOLD RESERVE REVOLVING LOAN ACCOUNTS
 1. \$5.00 (five dollars) for each new Gold Reserve Account opened, which remains open for at least ninety (90) consecutive days.

2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain consumer Gold Reserve Accounts. This payment shall be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement shall include outstanding balances for only those consumer Gold Reserve Accounts which are open with active charging privileges as of the last day of such month. This Royalty will be paid within sixty (60) days of the end of the calendar year.

C. GOLD OPTION REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new Gold Option Account opened, which remains open for at least ninety (90) consecutive days.
2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain consumer Gold Option Accounts. This payment shall be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement shall include outstanding balances for only those consumer Gold Option Accounts which are open with active charging privileges as of the last day of such month. This Royalty will be paid within sixty (60) days of the end of the calendar year.

5. Section E of the Agreement and Section II.D of Attachment #1 are hereby deleted entirely and replaced with the following new Section E:

E. GIP ACCOUNTS/REWARD GIP ACCOUNTS

\$30.00 (thirty dollars) for each GIP Account or Reward GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the GIP or Reward GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such GIP Accounts or Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

6. Schedule B of the Agreement is hereby amended by adding the following new Sections H, I, and J:

H. BUSINESS REWARD ACCOUNTS

Business Reward Account Royalty compensation provisions shall not affect any other Royalty compensation provisions contained in the Agreement, and the Royalty compensation provisions referencing any other form of Credit Card Accounts shall not apply to Business Reward Credit Card Accounts.

0.10% (ten basis points) of the retail purchase transaction dollar volume generated by Customers using a Business Reward Account with active charging privileges, excluding those transactions that (i) relate to refunds, returns and/or unauthorized transactions, and/or (ii) are cash equivalent transactions (e.g., the purchase of wire transfers, person-to-person money transfers, bets, lottery tickets, or casino gaming chips).

I. BUSINESS GOLD RESERVE ACCOUNTS

1. \$5.00 (five dollars) for each new Business Gold Reserve Account opened under the Program, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.

2. 0.25% (twenty-five one-hundredths of one percent) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain Business Gold Reserve Accounts. This payment shall be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement shall include outstanding balances for only those Business Gold Reserve Accounts which are open with active charging privileges as of the last day of such month. This Royalty will be paid within sixty (60) days of the end of the calendar year.

J. BUSINESS GOLD OPTION ACCOUNTS

1. \$5.00 (five dollars) for each new Business Gold Option Account opened under the Program, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five one-hundredths of one percent) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain Business Gold Option Accounts. This payment shall be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement shall include outstanding balances for only those Business Gold Option Accounts which are open with active charging privileges as of the last day of such month. This Royalty will be paid within sixty (60) days of the end of the calendar year.

7. Section 5 and 6 of the Addendum dated July 31, 1999, are hereby deleted entirely and replaced with the following:

F. ROYALTY ADVANCES

1. Upon full execution of this Agreement, and upon each July 1st thereafter, up through and including July 1, 2010, MBNA America shall pay to AOTA the sum of Seventy Thousand dollars (\$70,000) (each, an "Advance"), as an advance against future Royalties, subject to the provisions set forth below. All Royalties accrued shall, in lieu of direct payment to AOTA, be applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to AOTA as set forth in this Agreement. Notwithstanding the foregoing, (a) MBNA America shall no longer be obligated to pay any additional Advances to AOTA hereunder, and (b) AOTA hereby promises to pay MBNA America upon demand an amount equal to the difference between the total amount of the Advance(s) paid by MBNA America and the total amount of accrued Royalties credited by MBNA America against such Advance(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (iii) below should occur:

- (i) AOTA breaches any of its obligations under this Agreement;
- (ii) MBNA America is prohibited or otherwise prevented from conducting at least two (2) direct mail campaigns to the full updated Mailing List during each consecutive twelve-month period during the term of the Agreement;
- (iii) MBNA America is prohibited or otherwise prevented from conducting at least two (2) telemarketing campaigns to the full updated Mailing List during each consecutive twelve-month period during the term of the Agreement.

2. If during any given year(s) during the initial term of this Agreement MBNA America recoups all prior Advances paid by it to AOTA in prior years, and pays AOTA Royalties accrued by AOTA over and above the Royalties used by MBNA America to recoup such prior Advances (the "Paid Out Royalties"), then MBNA America may reduce the amount of any subsequent Advance(s) due by the amount of any such Paid Out Royalties.

G. ADDITIONAL COMPENSATION

Provided that MBNA America is not prevented from telemarketing two (2) times per calendar year to the full Mailing List in the calendar years of 2006 through 2010, then MBNA shall pay to AOTA an additional twenty thousand dollars (\$20,000) in the years 2006 through 2010. Such payment shall be made as part of the forth quarter royalty payment in the years 2006 through 2010.

8. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware. Certain Financial Service Products or services under the Agreement may be offered through MBNA America's affiliates. For example, business credit cards are currently issued and administered by MBNA America (Delaware), N.A., and certain marketing services are currently provided by MBNA Marketing Systems, Inc.

IN WITNESS WHEREOF, each party hereto, by its representative, has duly executed this Addendum as of the date first above written, and such party and its representative warrant that such representative is duly authorized to execute and deliver this Addendum for and on behalf of such party.

**AMERICAN OCCUPATIONAL THERAPY
ASSOCIATION**

By: _____

Name: Chris Bluhm

Title: Chief Operating Officer

Date: May 25, 2006

MBNA AMERICA BANK, N.A.

By: _____

Name: David Boorn

Title: EUP

Date: 8.11.06